

COPY

**CONTRACT OF EMPLOYMENT
OF
SCHOOL SUPERINTENDENT**

Pursuant to KRS 160.350, this *Amended* Contract is made and entered into this 8TH day of JULY, 2015, by and between **FLEMING COUNTY BOARD OF EDUCATION**, with a principle address of 211 West Water Street, Flemingsburg, Kentucky 41041 (hereinafter called "Board"), and **BRIAN K. CREASMAN, Ed.D.**, currently of **417 Dye Street, Flemingsburg, Kentucky 41041**, a certified teacher holding a superintendent's certificate currently issued by the Commonwealth of Kentucky, and in accordance with section 161.020 of the Kentucky Revised Statutes, and which is now in force and effect (hereinafter called "Superintendent").

WITNESSETH: That at a lawfully called and noticed meeting of the Board, held at Fleming County School's Central Office on the 8TH day of JULY, 2015, the said contract of Brian K. Creasman was duly *Amended* for said Superintendent for the public schools of Fleming County, Kentucky for the term *now amended on this 8TH day of JULY, 2015*, and *still* expiring at close of business on the 30th day of June, 2018. The parties to this contract hereby reduce to writing *the amendments to* the following terms and conditions, *such amendments being identified by bold italics print, and being here, and at Sub-Paragraphs F) 2., F) 5., and F) 6., all on Page 2, and on Pages 4 and 5 of this Agreement* : namely

A) The services to be performed by the Superintendent shall be such as are required by the Kentucky Revised Statutes (KRS 160.370, et al), by the lawful rules and regulations of the Kentucky Department of Education (hereinafter called "KDE"), and by the lawful rules and regulations of the local Fleming County Board of Education (hereinafter called "the Board").

B) The duties to be performed are to commence on the 2 day of SEPTEMBER, 2014~~4~~ for the remainder of the 2014-15 school year, for a period of 240 work days in said school year; and commence on the 1st day of July, 2015, 2016, and 2017, for the 2015-16, 2016-17, and 2017-18 school years, for a period of 240 work days in all said school years, all in conformity with the school calendar adopted or amended by the Board and approved by the KDE for the school year, for the number of days required by such calendar, together with extended employment, to end not later than June 30th for each of the 4 school years of this contract.

C) The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this contract. However, the Superintendent, with prior approval of the Board, may undertake consultive work, speaking engagements, writing and lecturing,

or other professional duties and obligations, which do not impede or conflict with Superintendent's duties to this school system and the Board.

D) In consideration of the services provided for by this contract the Superintendent shall be paid a salary in accordance with this contract adopted by the Board and approved by the KDE for any year coming within the limits of this contract, the salary for the first such school year being **One-Hundred-Ten-Thousand Dollars (\$110,000.00)**. The Superintendent shall also receive thereafter any Board-approved, or state legislative mandated percentage increases or specified dollar amount increases as may be approved for all certified school employees for the second, third and fourth year of this contract. However, no additional payment shall be made for Rank and Service for the term of this contract.

E) The salary shall be payable not later than the end of each month during the period of employment and/or in accordance with a plan adopted by Board Policy, and in compliance with the lawful rules and regulations of the KDE.

F) The Board shall provide the Superintendent with the following benefits:

1. Umbrella policy premium for Superintendent Excess Liability coverage through KASA.
2. Twelve (12) sick days per year, to be accrued at the rate of 1 day for each normal month worked, and to be accumulated without limit if unused. *However, it is agreed and understood by the Parties hereto that should the Superintendent not use all his days hereunder, and he decides to leave the District, any unused sick days shall not be able to be cashed out or paid to the Superintendent.*
3. One (1) personal day per year.
4. Three (3) emergency days as defined in Board policy not to be deducted from sick leave.
5. Vacation days shall accrue for the Superintendent at the rate of 1 day for each normal month worked, and may be held and carried over if not used during the school year, exclusive of any and all state and/or school-recognized holidays. *However, should the Superintendent leave the District, any unused vacation days shall not be able to be cashed out or paid to the Superintendent.*
6. Health Insurance will be provided Superintendent by the State as done for all other certified employees. In addition, the District shall provide enhanced family coverage for his spouse and child, until such time as his spouse may obtain a job with health care benefits, but in no event shall said enhanced family benefit coverage at District expense extend beyond June 30, 2018.

G) The Superintendent shall be paid a monthly allowance for the following expenses in addition to the regular salary established herein:

1. Vehicle and in-county travel expenses - Three-Hundred Dollars (\$300.00);
2. Technology expenses - One-Hundred-Fifty Dollars (\$150.00)
(incurred while carrying out the duties of Superintendent from his home or

office. This expense includes but is not limited to personal computer equipment and personal high-speed internet access, and cellular phone service);

3. Term Life Insurance - One-Hundred-Thousand Dollars (\$100,000.00)
Coverage amount, premium paid annually by the Board.

H) In addition, the Board agrees that it shall be responsible for the payment of the Superintendent's professional educational membership dues in KASS, KASA, and KSBA, and will pay up to 3 professional magazine subscriptions, and membership dues for Rotary Club, all as incurred.

I) The Superintendent shall attend appropriate professional meetings and conferences at the regional, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an itemized statement of out-of-district travel and related expenses is submitted to and approved by the Board.

J) Since the Superintendent desires to live in the School District, he will be paid moving expenses for his relocation to Fleming County. It is agreed and understood this one-time reimbursement for moving expenses will be limited to no more than \$6,000.00, and payable within 5 days after itemized expense reimbursement request is presented to the District and approved by the Board.

K) The Superintendent shall be evaluated by the Board on an annual basis during the term of this contract.

L) The Superintendent shall keep such records and reports and furnish the same to the Board at regular periods designated by it and its lawful rules and regulations, and the lawful rules and regulations of the KDE.

M) The power of the Board to suspend or dismiss the Superintendent pursuant to the provisions of KRS 160.350 is in no manner impaired or affected by this contract. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss the Superintendent during the term of this contract. No discharge shall be effective until written charges have been served and an opportunity for a fair hearing in accordance with Kentucky Revised Statutes after legal notice of said hearing is provided to the Superintendent in writing, unless waived by the Superintendent. However, the Superintendent realizes that the Board is not obligated to extend the contract beyond the current term addressed herein.

N) This contract shall remain in full force subject to all provisions herein, unless and until lawfully terminated under the provisions included herein, or under other provisions of the Kentucky Revised Statutes.


O) This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract, and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether written or oral.

WITNESS the following signatures *for this amendment to the original contract* as of the day, month, and year first written above, to this contract of five (5) pages in total length.

**FLEMING COUNTY BOARD
OF EDUCATION:**

SUPERINTENDENT:


By: 
Mike Ishmael, Chairman

 07/08/2015
Brian K. Creasman, Ed.D.

STATE OF KENTUCKY
COUNTY OF FLEMING

Before me personally appeared Mike Ishmael in his official capacity as Chairman of the Fleming County Board of Education, who produced, signed and acknowledged the foregoing *Amendment to* "Contract of Employment of School Superintendent" with Brian K. Creasman, Ed.D., being 5 pages in length, to be the free act and deed of said Board for all purposes therein contained.

Witness my hand and official seal this 8th day of July, 2015.


Notary Public, State of Ky. @ Large

My Comm. Expires: 9-26-2016

STATE OF KENTUCKY
COUNTY OF FLEMING

Before me personally appeared Brian K. Creasman, Ed.D., who produced, signed and acknowledged the foregoing ***Amendment to*** "Contract of Employment of School Superintendent" with the Fleming County Board of Education, being 5 pages in length, to be his free act and deed for all purposes therein contained.


Witness my hand and official seal this 8TH day of July, 2015.



Notary Public, State of Ky. @ Large

My Comm. Expires: 9-26-2016

This Instrument Prepared By:



Thomas L. MacDonald, School Board Attorney
MacDonald, Walton & Razor, PLLC
129 West Water Street
Flemingsburg, Kentucky 41041
(606) 845-2771

Minutes of the regular board meeting held July 8, 2015, at Central Office at 7:00 p.m.

Members present were Ed Ward, Sandy Faris, James Watkins and Mike Ishmael. Heather Crump was absent.

Chairman Mike Ishmael called the meeting to order at 7:00 p.m. The meeting opened with a moment of silence followed by the Pledge of Allegiance. Mr. Ishmael welcomed guests in attendance.

ORDER #2 – APPROVAL OF MINUTES

Minutes of the June 10, 2015 work session, June 10, 2015 regular meeting, and June 25, 2015 called meeting were enclosed for review as Exhibit/Tab A.

Motion was made by Watkins and second by Ward to approve minutes of the June 10, 2015 work session, June 10, 2015 regular meeting, and June 25, 2015 called meeting as presented. Motion was approved on a vote of 4 yes; 0 no.

ORDER #3 – APPROVAL OF AGENDA

Motion was made by Ward and second by Watkins to approve the agenda with two additions. Motion was approved on a vote of 4 yes; 0 no.

The personnel report was enclosed as Exhibit/Tab B for review. No board action is required for this report.

The end of year attendance report was enclosed as Exhibit/Tab C. No board action is required for this report.

ORDER #4 – CONSENT AGENDA ITEMS

The following consent agenda items were recommended for approval.

A. Monthly Financial Report

The June 2015 monthly financial report was enclosed as Exhibit/Tab D for approval.

B. Payment of Claims

The payment of claims was distributed at the meeting for approval.

C. Second Reading of Policy Updates

Approve second reading of the following policies and policy changes as presented in Exhibit/Tab E:

a. 01.45

b. 03.111

- c. 03.12322
- d. 03.13214
- e. 03.162
- f. 03.18
- g. 03.211
- h. 03.22322
- i. 03.23214
- j. 03.262
- k. 04.32
- l. 05.4
- m. 05.42
- n. 06.2
- o. 06.342
- p. 07.1
- q. 07.111
- r. 07.13
- s. 07.16
- t. 08.133
- u. 08.2323
- v. 08.3
- w. 08.31
- x. 09.111
- y. 09.121
- z. 09.122
- aa. 09.2
- bb. 09.211
- cc. 09.22
- dd. 09.224
- ee. 09.2241
- ff. 09.227
- gg. 09.34
- hh. 09.4261
- ii. 09.42811
- jj. 09.4361
- kk. 10.5

D. First Reading of Policy Updates

Approve first reading of the following policy updates as presented in Exhibit/Tab F:

- a. 08.113
- b. 08.1131

- E. Physical Therapy and Occupational Therapy Consulting
Contract with Fleming County Hospital
The 2015-2016 Physical Therapy and Occupational
Therapy Consulting Contract with Fleming County Hospital
was enclosed as Exhibit/Tab G for approval.
- F. Contract with Amend Psychological Services
The 2015-2016 contract with Amend Psychological
Services was enclosed as Exhibit/Tab H for approval.
- G. Contract with Comprehend, Inc.
The 2015-2016 contract with Comprehend, Inc. was
enclosed as Exhibit/Tab I for approval.
- H. Title I Parent Involvement Policies
Title I Parent Involvement Policies were enclosed as
Exhibit/Tab j for approval.
- I. Accept Bids
Approve HMC Service Company for boiler, water heater and
steam kettle cleaning and inspection for 2015-2016 school
year as presented in Exhibit/Tab K.
- J. Revised Bell Schedule for Ewing Elementary School
The revised bell schedule for Ewing Elementary School was
enclosed as Exhibit/Tab L for approval.
- K. BG-1 for Fleming County High School
The BG-1 for Fleming County High School was enclosed as
Exhibit/Tab M for approval.
- L. Revised Certified Evaluation Plan
The revised Certified Evaluation Plan was enclosed as
Exhibit/Tab N for approval.
- M. Approval to Surplus Ag Commodities and Sell
A copy of Ag Commodities to declare surplus and sell was
enclosed as Exhibit/Tab O with expectation of revenue
within 30 days after sale.
- N. Approve Use of Classified Substitutes
Approve the use of classified substitutes including, but not
limited to, cooks, custodians, bus drivers, and instructional
aides for 2015-2016 school year with the exception of
retired classified employees.
- O. Amended Contract for Superintendent
The amended contract for the Superintendent will be
distributed at the board meeting for approval.
- P. Create Teaching Position at Ewing Elementary School

- Approve creating one teaching position at Ewing Elementary School for the 2015-2016 school year.
- Q. Approval of FCHS Performance Supplements
- Approve the FCHS Performance Supplements for the 2015-2016 school year as distributed.

Motion was made by Watkins and second by Ward to approve consent agenda items as presented. Motion was approved on a vote of 4 yes; 0 no.

ORDER #5 – GO INTO CLOSED SESSION TO DISCUSS PERSONNEL PER KRS 61.810(1)(C)

Motion was made by Watkins and second by Faris to approve going into closed session to discuss personnel per KRS 61.810(1)(c). Motion was approved on a vote of 4 yes 0 no.

ORDER #6 – GO OUT OF CLOSED SESSION

Motion was made by Ward and second by Faris to approve going out of closed session. Motion was approved on a vote of 4 yes; 0 no.

ORDER #7 – APPROVE SUPERINTENDENT EVALUATION

Board Attorney, Tom MacDonald discussed the Superintendent Evaluation with the board. Motion was made by Ward and second by Faris to approve Superintendent Evaluation as presented. Motion was approved on a vote of 4 yes; 0 no.

ORDER #8 – ADJOURN

Motion was made by Faris and second by Watkins to adjourn. Motion was approved on a vote of 4 yes; 0 no.